

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND
SANTA FE COUNTY FOR THE STACY COMMUNITY PROPERTY TRUST
ALLOWING DISCHARGE INTO COUNTY WASTEWATER COLLECTION SYSTEM
AND THEN INTO CITY WASTEWATER COLLECTION AND TREATMENT SYSTEM**

The City of Santa Fe ("City") and Santa Fe County ("County") enter into this Memorandum of Understanding this 16th day of October, 2015, for a new sanitary sewer connection and sewer services for the Stacy Community Property Trust. The Stacy Community Property Trust, located on the north and south sides of Agua Fria Road in the Traditional Village of Agua Fria, New Mexico (Exhibit A- Vicinity map), will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system. The Stacy Community Property Trust is a 17.0-acre property and 2.40-acre property (Exhibit A) described in the legal descriptions and plats attached hereto as Exhibit B (Tract of Land) and Exhibit C Recorded Legal Survey Plats

RECITALS

1. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008, which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."

Under Section 2(m) of the Settlement Agreement, "The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement."

2. The Stacy Community Property Trust property is located outside the presumptive city limits as defined in the "Settlement Agreement and Mutual Release of Claims" of May 19, 2008. The Owner of the Stacy Community Property Trust intends to develop a residential subdivision on the 17.0-acre property comprising approximately 50 lots and four (4) residential lots on the 2.40-acre property.
3. Section 22-6.2 of the Santa Fe City Code (SFCC) provides a process whereby connections to the City's sewer system outside of the City limits can be established under specific conditions, including review by a water/wastewater review team (WWRT) made up of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."
4. Santa Fe County Utility Division submitted a letter application (application) to the WWRT on behalf of the Stacy Community Property Trust requesting connection of the Stacy Community Property Trust to the City's wastewater collection and treatment system on June 3, 2010.

5. On June 3, 2010, the WWRT met to review the application. The WWRT members determined that the application was complete and that the application met the requirements of SFCC Section 22-6.2.
6. On June 27, 2012, the City of Santa Fe approved “Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A County Wastewater Collection System Discharging Into the City Wastewater Collection and Treatment System” that allowed the County to connect the Stacy Community Property Trust to the City’s wastewater collection and treatment system as a County wholesale customer. On March 13, 2012, the Santa Fe County Board of County Commission passed “Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A Master Meter Installation In the City Water Distribution System And For A County Wastewater Collection System Discharging Into the City Wastewater and Treatment System.” While both MOUs expressed willingness on the parts of the City and the County to provide wastewater service to the Stacy Community Property Trust, neither MOU was countersigned and, therefore, neither MOU has been executed.

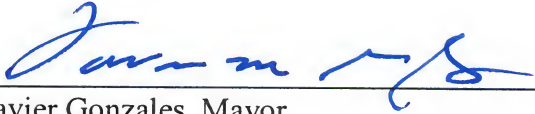
AGREEMENT

1. Connection of the Stacy Community Property Trust to City’s Wastewater Collection and Treatment System: The Stacy Community Property Trust is authorized to connect to the County wastewater collection system and discharge its wastewater into the City’s wastewater collection and treatment system.
2. Compliance with Federal, State and Local Law. The County agrees to maintain and operate the County wastewater collection system as required by all applicable Federal, State, and local laws and shall comply with all applicable requirements imposed upon City utility customers. The City's affordable housing ordinance, SFCC §14-8-11(D), does not apply, pursuant to SFCC §22-6.2(G).
3. Metering Requirements. The County shall require the Stacy Community Property Trust to install a water meter pursuant to the Customer Service Policies (County Policies) of the Santa Fe County Water Utility (County Utility), adopted by Resolution No. 2012-88, which may be amended from time to time. The County will collect the metered usage in accordance with County Policies, approximately on a monthly basis. The County will report the metered water usage and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater bill to be paid by the County in accordance with the City’s most current rates.
4. Utility Expansion Charges. The County shall pay or cause to be paid the City's Utility Expansion Charge incurred by Stacy Community Property Trust under SFCC Section 22-6.6.
5. Service Fees. The County agrees to pay to the City the sum of the City's monthly service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater


collection and treatment services provided for the wastewater discharge by the Stacy Community Property Trust.

6. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Stacy Community Property Trust shall be subject to the provisions of SFCC §22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC §22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.
7. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue a significant industrial user permit to appropriate commercial/industrial Stacy Community Property Trust properties in accordance with SFCC§22.9, in which case all permit conditions and requirements must be met by the Stacy Community Property Trust or any other occupant of the property as a condition of service.
8. Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated service area set forth in Exhibit C to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.
9. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.
10. Amendments. This MOU may be amended in writing by agreement of all the parties.
11. Effective Date and Term. This agreement shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this agreement when it is willing and able to provide wastewater treatment services for the Stacy Community Property Trust through its own or another wastewater treatment system; that the City may terminate this agreement for failure by the County or Stacy Community Property Trust to comply with the provisions of this agreement; and that this agreement may be terminated by either party pursuant to Paragraph 12, Bateman Act Compliance. If the City intends to terminate this agreement for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.
12. Bateman Act Compliance. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the City or County, this Agreement may be terminated or this Agreement may be amended in accordance with Paragraph 10. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

For the City:

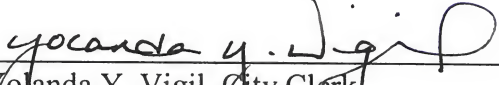


Javier Gonzales, Mayor
City of Santa Fe



Date

Attest:



Yolanda Y. Vigil, City Clerk
CO mtg. 9/30/15
Approved as to Form:

10-19-15

Date



Kelley Brennan, City Attorney

8/4/15

Date




Oscar Rodriguez, Finance Director

10-6-2019

Date

For the County:

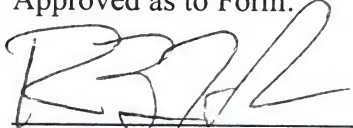


Robert A. Anaya, Chair, Board of
County Commissioners of Santa Fe County

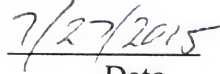


Date

Approved as to Form:



for Gregory S. Shaffer, Santa Fe County Attorney



Date

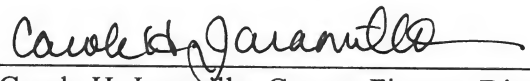
Attest:



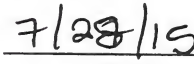
Geraldine Salazar, Santa Fe County Clerk



Date



Carole H. Jaramillo, County Finance Director
07-27-15P02:04 RCV

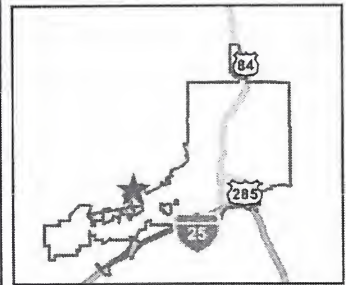
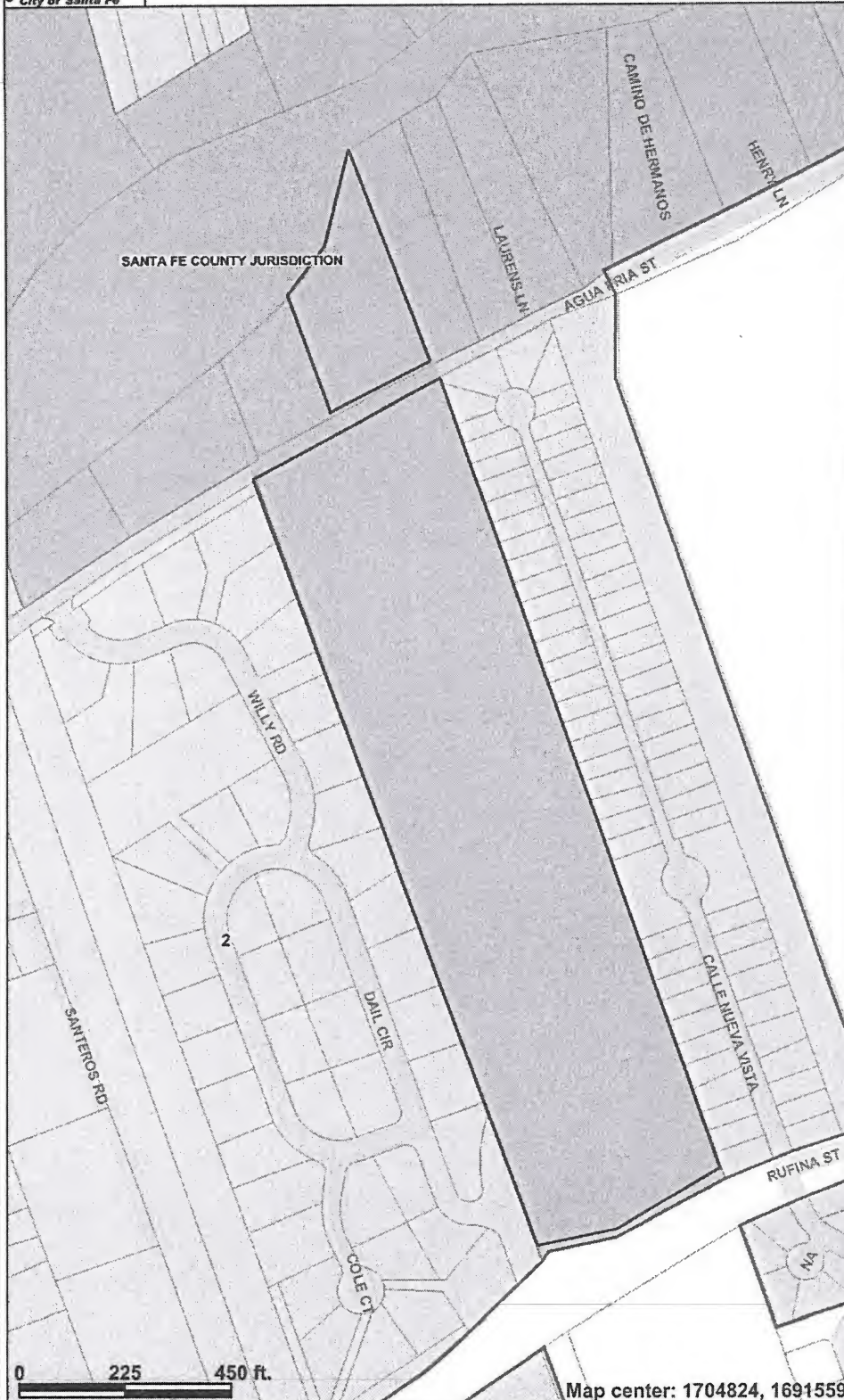


Date



Stacy Properties

EXHIBIT - A



Legend

- City Limits
- Parcels
- Annexation Areas - City/County Agreement
- Phase 2
- Phase 3
- Agua Fria Traditional Historic Community
- Major Roads and Highways
- Other Roads and Streets
- Santa Fe River



Scale: 1:4,000

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

EXHIBIT - B

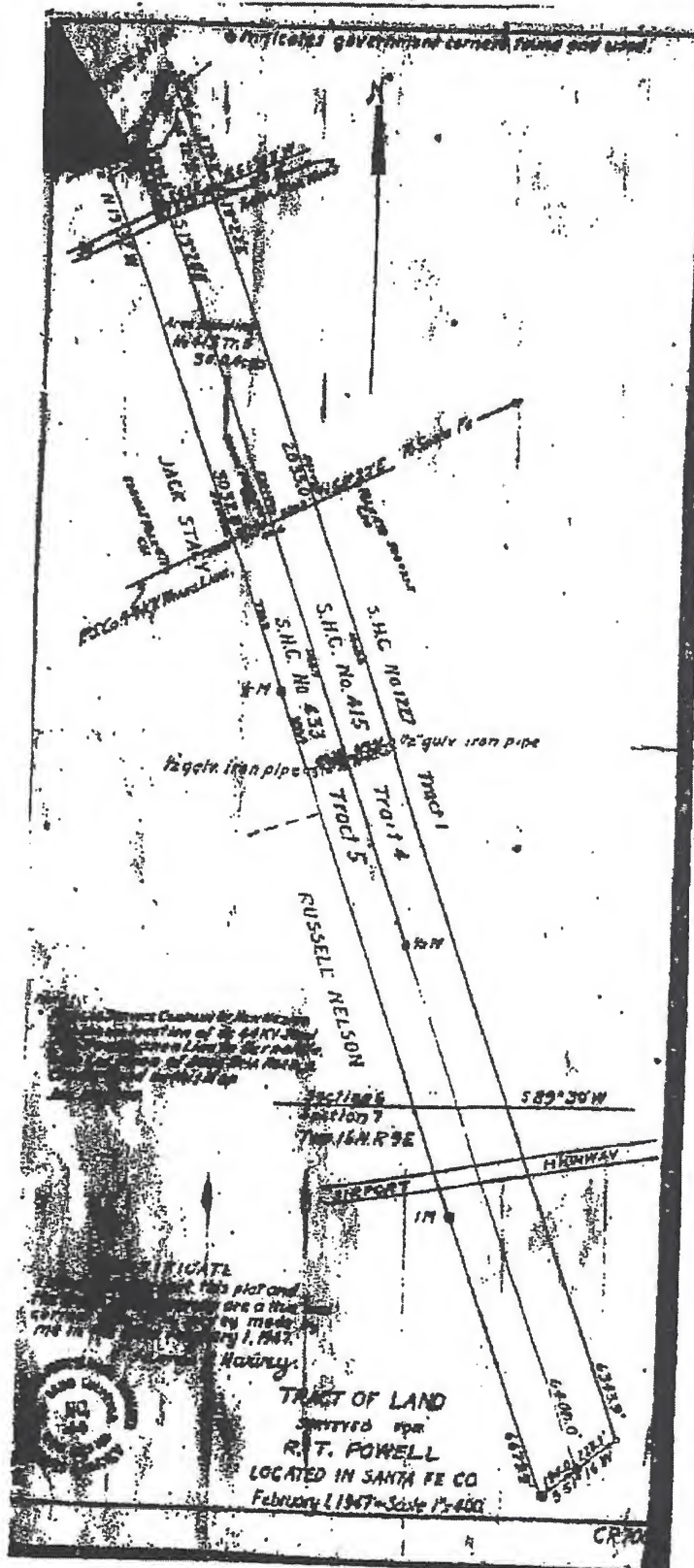
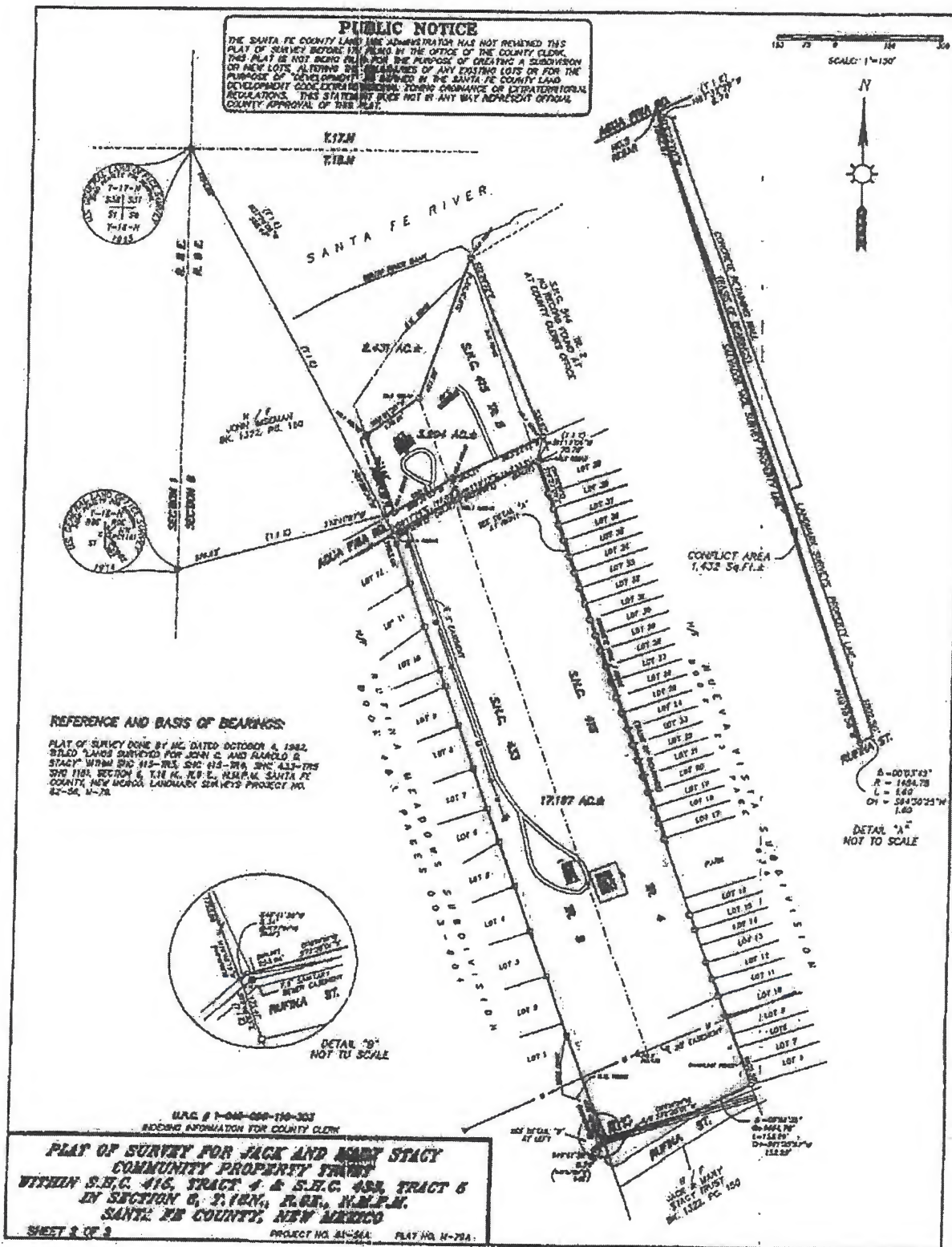


EXHIBIT - C

Tract No. 5 of Small Holding Claim No. 415; Tract No. 4 of Small Holding Claim No. 415 and Tract No. 5 of Small Holding Claim No. 433, all being located in Sections 6 and 7, Twp. 16 N., R. 9 E., N.M.P.M., Santa Fe County, New Mexico, more particularly described as follows: Beginning at a point on the west side of Tract No. 5 of Small Holding Claim No. 433 marked by granite stone firmly set marked 1/2 M. and set for the one-half mile corner on the west side of said Small Holding Claim No. 433. Tract No. 5; thence N. 19° 32' W. 2640.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northwesterly corner of said tract No. 5; thence N. 52° 06' E. 194.7 ft. to a point marked by half inch galvanized iron pipe; thence N. 17° 35' E. 392.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northeasterly corner of Tract No. 5 of Small Holding Claim 415; thence S. 21° 10' E. 570.2 ft. to a point marked by half inch galvanized iron pipe; thence S. 66° 03' W. 23.8 ft. to a point marked by half inch galvanized iron pipe; thence S. 19° 22' E. 6343.9 ft. to a point marked by half inch galvanized iron pipe; said point being the southeasterly corner of Small Holding Claim No. 415, tract No. 4; thence S. 51° 16' W. 417.1 ft. to a point marked by a government marker, said point being the southwesterly corner of Tract No. 5 of Small Holding Claim No. 433; thence N. 19° 32' W. 4039.9 ft. to the place and point of beginning, all as shown by plat of survey made by James C. Harvey on February 1, 1947, said plat being on file with the County Clerk of Santa Fe County, and being entitled, "Tract of Land Surveyed for R. T. Powell, located in Santa Fe Co. February 1, 1947, scale 1 in. equals 400 ft."

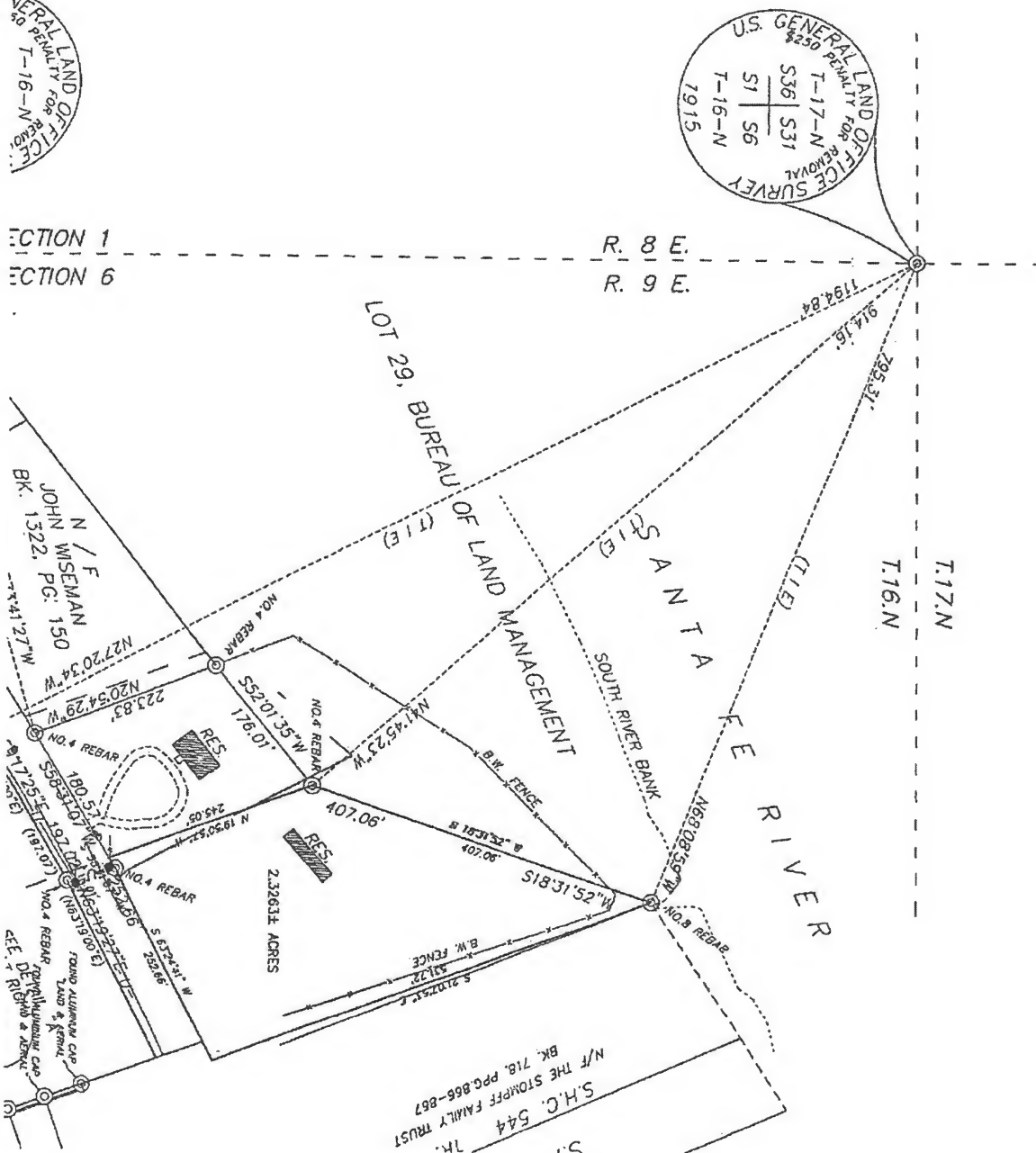
Legal Description, 17.0-Acre Tract

EXHIBIT - C



Plat, 17.0-Acre Tract

GENERAL LAND OFFICE
PENALTY for REISSUE
T-16-N
50



Plat, 2.32-Acre Tract

EXHIBIT - C

A TRACT OF LAND BEING A PORTION OF SMALL HOLDING CLAIM NO. 415, TRACT 5, IN SECTION 6, T.16 N., R. 9 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH POINT, A U.S.G.L.O. BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 6, T.16 N., R.9 E., N.M.P.M., BEARS NORTH $41^{\circ}45'23''$ WEST, 914.16 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING, NORTH $18^{\circ}31'52''$ EAST, 407.06 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT; THENCE SOUTH $21^{\circ}07'53''$ EAST, 531.72 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ALSO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF AGUA FRIA ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH $63^{\circ}24'41''$ WEST, 252.66 FEET; THENCE SOUTH $58^{\circ}31'07''$ WEST, 14.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID CORNER BEING ALSO THE POINT OF DIVERGENCE FROM SAID NORTH RIGHT-OF-WAY OF AGUA FRIA ROAD; THENCE NORTH $19^{\circ}50'57''$ WEST, 245.05 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2.3263 ACRES MORE OR LESS.

Legal Description, 2.32-Acre Tract